



## CITY of NOVI CITY COUNCIL

**Agenda Item F**  
**January 22, 2018**

**SUBJECT:** Acceptance of Woodland Conservation Easement from Manchester 13 Mile Road, LLC, to protect the woodland replacement trees and remaining woodlands as part of the Manchester project site, JSP 15-52, located at the south side of Thirteen Mile road and east of Novi Road in Section 11 of the City.

**SUBMITTING DEPARTMENT:** Community Development Department – Planning <sup>Barb</sup>

**CITY MANAGER APPROVAL:** 

### **BACKGROUND INFORMATION:**

The applicant has received Site Plan approval for a rental multi-family residential development which consists of 23 buildings with 172 units in total, a community clubhouse, and corresponding amenities and site improvements in the site that measure 21 acres. On December 7, 2015, City Council approved the Stipulated Order Amending Consent Judgment dated July 24, 2002, and June 25, 2002 Agreement for Entry of Consent Judgment in the case of Sandstone Limited Partnership-A v City of Novi. Construction is underway.

The purpose of the easement is to protect the woodland replacement trees and remaining woodlands as part of the development. The attached map provided by staff shows the locations of the previously approved wetlands conservation easement (in blue), open space preservation easement (in yellow) and the current woodland preservation easement (in green). The woodland preservation easement areas total approximately 0.38 acres.

Staff and Engineering consultants approved the revised exhibits in the letter dated July 24, 2017. The City Attorney's Office has reviewed the proposed Woodland Conservation Easement and has indicated that the documents are in a form ready for acceptance by the City Council in their letter dated November 13, 2017.

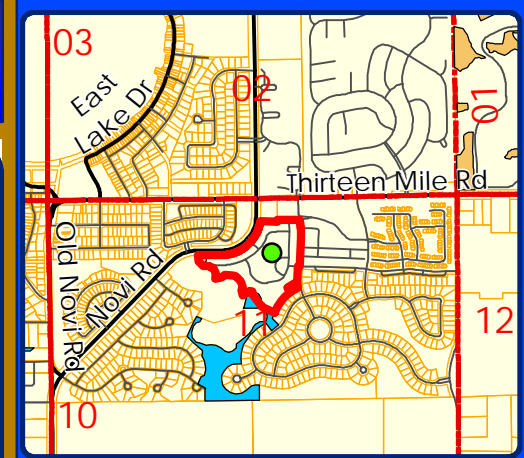
**RECOMMENDED ACTION:** Acceptance of Woodland Conservation Easement from Manchester 13 Mile Road, LLC, to protect the woodland replacement trees and remaining woodlands as part of the Manchester project site, JSP 15-52, located at the south side of Thirteen Mile road and east of Novi Road in Section 11 of the City.

LOCATION MAP



# JSP 15-52 Manchester

## Woodlands Conservation Easement



### LEGEND

- Woodland Conservation Easement (New)
- Wetlands Conservation Easement
- Open Space Easement
- Sections



**City of Novi**  
 Dept. of Community Development  
 City Hall / Civic Center  
 45175 W Ten Mile Rd  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)

Map Author: Sri Komaragiri  
 Date: 01/12/18  
 Project: 15-52 Manchester  
 Version #: 1



### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**EXECUTED CONSERVATION EASEMENT**



## WOODLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this \_\_\_\_ day of September, 2017, by and between MANCHESTER 13 MILE ROAD, LLC, a Michigan limited liability company, whose address is 45511 Market Street, Shelby Township, Michigan 48315 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

### R E C I T A T I O N S:

A. Grantor owns a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of a 172 unit multi-family apartment complex development on the Property, subject to provision of an appropriate easement to permanently protect the remaining woodland areas and/or woodland replacement trees located thereon from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on Exhibits B and C, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected area.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantor's heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, et seq., upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the remaining woodland areas and/or woodland replacement trees as shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of remaining woodland areas and/or woodland replacement trees and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating

soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

3. No grass or other vegetation shall be planted in the Easement Areas after the date of this Conservation Easement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of the Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Woodland Conservation Easement, and/or in the event of a failure to preserve, replace and/or maintain the remaining woodland areas and/or woodland replacement trees in reasonable order and condition, in accordance with the final approved site plan for the Property, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the City and reasonable legal fees incurred by the City, shall be paid by the Grantor. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts shall accrue interest and penalties. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor, and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. Within 90 days after the Conservation Easement shall have been recorded, Grantor at its sole expense, shall place such signs, defining the boundaries of the Easement Area and, describing its protected purpose, as indicated herein.

7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

8. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement as of the day and year first above set forth.

9. This Agreement will be construed in accordance with Michigan law.

10. This Agreement sets forth the entire agreement of the Parties and is intended to supersede all prior discussions or understandings.

11. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

*[The remainder of this page is intentionally left blank.  
Signature pages follow.]*

IN WITNESS THEREOF, the Parties have signed the day and year first above written by their duly authorized representations.

GRANTOR:

**MANCHESTER 13 MILE ROAD, LLC,**  
a Michigan limited liability company

By: James George  
James George  
Its: Manager

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF Macomb     )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Oct 2017, by James George, as Manager of Manchester 13 Mile Road, LLC, a Michigan limited liability company, on behalf of said company.

**PATRICIA A BECHER**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF MACOMB**  
**My Commission Expires April 30, 2023**

Patricia A. Becker  
Print Name: PATRICIA A. BECHER  
Notary public  
State of Michigan, County of Macomb  
My commission expires: 4/30/2023  
Acting in the County of Macomb

*[Additional signature pages follow.]*



GRANTEE:

CITY OF NOVI, a Michigan municipal corporation

By: \_\_\_\_\_

Its:

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Novi, a Michigan municipal corporation, on behalf of said city.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Drafted By and After Recording, Return to:

Michael G. Stefanko  
Loomis, Ewert, Parsley, Davis & Gotting, P.C.  
124 W. Allegan, Suite 700  
Lansing, MI 48933

## EXHIBIT A

### LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the North 1/4 corner of said Section 11; thence along the North Section line and the centerline of Thirteen Mile Road, N86°25'18"E, 335.33 feet; thence S01°51'31"E, 284.22 feet to the POINT OF BEGINNING; thence N86°25'18"E, 288.52 feet; thence 8.76 feet along a curve to the left, having a central angle of 0°32'52", a radius of 916.10 feet, and a long chord bearing S14°02'41"E, 8.76 feet; thence 226.03 feet along a reverse curve to the right, having a central angle of 14°08'17", a radius of 916.02 feet and a long chord bearing S07°14'59"E, 225.46 feet; thence S00°10'51"E, 375.82 feet; thence S89°47'21"W, 30.00 feet; thence S00°27'53"E, 154.74 feet; thence 50.22 feet along a curve to the left, having a central angle of 05°25'44", a radius of 530.00 feet and a long chord bearing S03°10'46"E, 50.20 feet; thence S59°10'27"W, 148.46 feet; thence S30°49'33"E, 70.00 feet; thence S44°11'31"W, 83.09 feet; thence S38°37'40"W, 83.15 feet; thence S29°57'42"W, 83.14 feet; thence S22°20'04"W, 83.14 feet; thence N68°24'00"W, 183.15 feet; thence N40°41'20"W, 208.19 feet to a point on the North-South 1/4 Section line of said Section 11, thence along said North-South 1/4 Section line, N02°38'07"W, 32.19 feet; thence N70°10'14"W, 34.31 feet; thence S56°38'23"W, 110.32 feet; thence N16°28'01"W, 68.37 feet; thence N22°37'19"E, 39.31 feet; thence N12°20'31"W, 56.16 feet; thence N29°56'55"W, 34.93 feet; thence N45°48'56"W, 87.10 feet; thence N82°13'59"W, 39.80 feet; thence S89°03'15"W, 104.09 feet; thence S49°42'59"W, 52.47 feet; thence S76°02'17"W, 90.48 feet; thence N08°09'23"E, 74.38 feet; thence N25°34'09"W, 78.46 feet; thence S88°17'08"W, 29.80 feet; thence N50°14'40"W, 24.67 feet; thence N79°48'07"W, 34.29 feet; thence S87°13'32"W, 55.93 feet; thence N47°28'32"W, 85.53 feet; thence N04°07'29"W, 81.16 feet to a point on the Southeasterly Right of Way line of Novi Road (120.00 feet wide); thence along said right of way line, N87°09'23"E, 307.93 feet; thence 450.05 feet along a curve to the left, having a central angle of 50°33'39", a radius of 510.00 feet and a chord bearing N61°52'33"E, 435.59 feet; thence 276.45 feet on a non-tangent curve to the left, having a central angle of 31°03'29", a radius of 510.00 feet, and a long chord bearing N21°04'03"E, 273.08 feet; thence S89°59'06"E, 221.57 feet; thence N01°51'31"W, 23.80 feet to the POINT OF BEGINNING.

Containing ±19.261 acres of land.

**EXHIBIT A  
PROPERTY LEGAL DESCRIPTION**

LEGAL DESCRIPTION:

**Parcel "1" (Tax Id: 50-22-11-200-019)**

A part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the North 1/4 corner of said Section 11;  
 thence along the North Section line and the centerline of Thirteen Mile Road, N86°25'18"E, 335.33 feet;  
 thence S01°51'31"E, 284.22 feet to the POINT OF BEGINNING;  
 thence N86°25'18"E, 288.52 feet (calculated 288.64 feet);  
 thence 8.76 feet along a curve to the left, having a central angle of 0°32'52", a radius of 916.10 feet, and a long chord bearing S14°02'41"E, 8.76 feet;  
 thence 226.03 feet along a reverse curve to the right, having a central angle of 14°08'17", a radius of 916.02 feet and a long chord bearing S07°14'59"E, 225.46 feet;  
 thence S00°10'51"E, 375.82 feet;  
 thence S89°47'21"W, 30.00 feet;  
 thence S00°27'53"E, 154.74 feet;  
 thence 50.22 feet along a curve to the left, having a central angle of 05°25'44", a radius of 530.00 feet and a long chord bearing S03°10'46"E, 50.20 feet;  
 thence S59°10'27"W, 148.46 feet;  
 thence S30°49'33"E, 70.00 feet;  
 thence S44°11'31"W, 83.09 feet;  
 thence S38°37'40"W, 83.15 feet;  
 thence S29°57'42"W, 83.14 feet;  
 thence S22°20'04"W, 83.14 feet;  
 thence N68°24'00"W, 183.15 feet;  
 thence N40°41'20"W, 208.19 feet (calculated 208.21 feet) to a point on the North-South 1/4 Section line of said Section 11;  
 thence along said North-South 1/4 Section line, N02°38'07"W, 32.19 feet (calculated 32.17 feet);  
 thence N70°10'14"W, 34.31 feet (calculated 34.32 feet);  
 thence S56°38'23"W, 110.32 feet;  
 thence N16°28'01"W, 68.37 feet;  
 thence N22°37'19"E, 39.31 feet;  
 thence N12°20'31"W, 56.16 feet;  
 thence N29°56'55"W, 34.93 feet;  
 thence N45°48'56"W, 87.10 feet;  
 thence N82°13'59"W, 39.80 feet;  
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 thence S88°17'08"W, 29.80 feet;  
 thence N50°14'40"W, 24.67 feet;  
 thence N79°48'07"W, 34.29 feet;  
 thence S87°13'32"W, 55.93 feet;  
 thence N47°28'32"W, 85.53 feet;  
 thence N04°07'29"W, 81.16 feet to a point on the Southeasterly Right of Way line of Novi Road (120.00 feet wide);  
 thence along said right of way line, N87°09'23"E, 307.93 feet;  
 thence 450.05 feet along a curve to the left, having a central angle of 50°33'39", a radius of 510.00 feet and a chord bearing N61°52'33"E, 435.59 feet;  
 thence 276.45 feet on a non-tangent curve to the left, having a central angle of 31°03'29", a radius of 510.00 feet, and a long chord bearing N21°04'03"E, 273.08 feet;  
 thence S89°59'06"E, 221.57 feet;  
 thence N01°51'31"W, 23.80 feet to the POINT OF BEGINNING.  
 Containing ±19.261 acres of land.

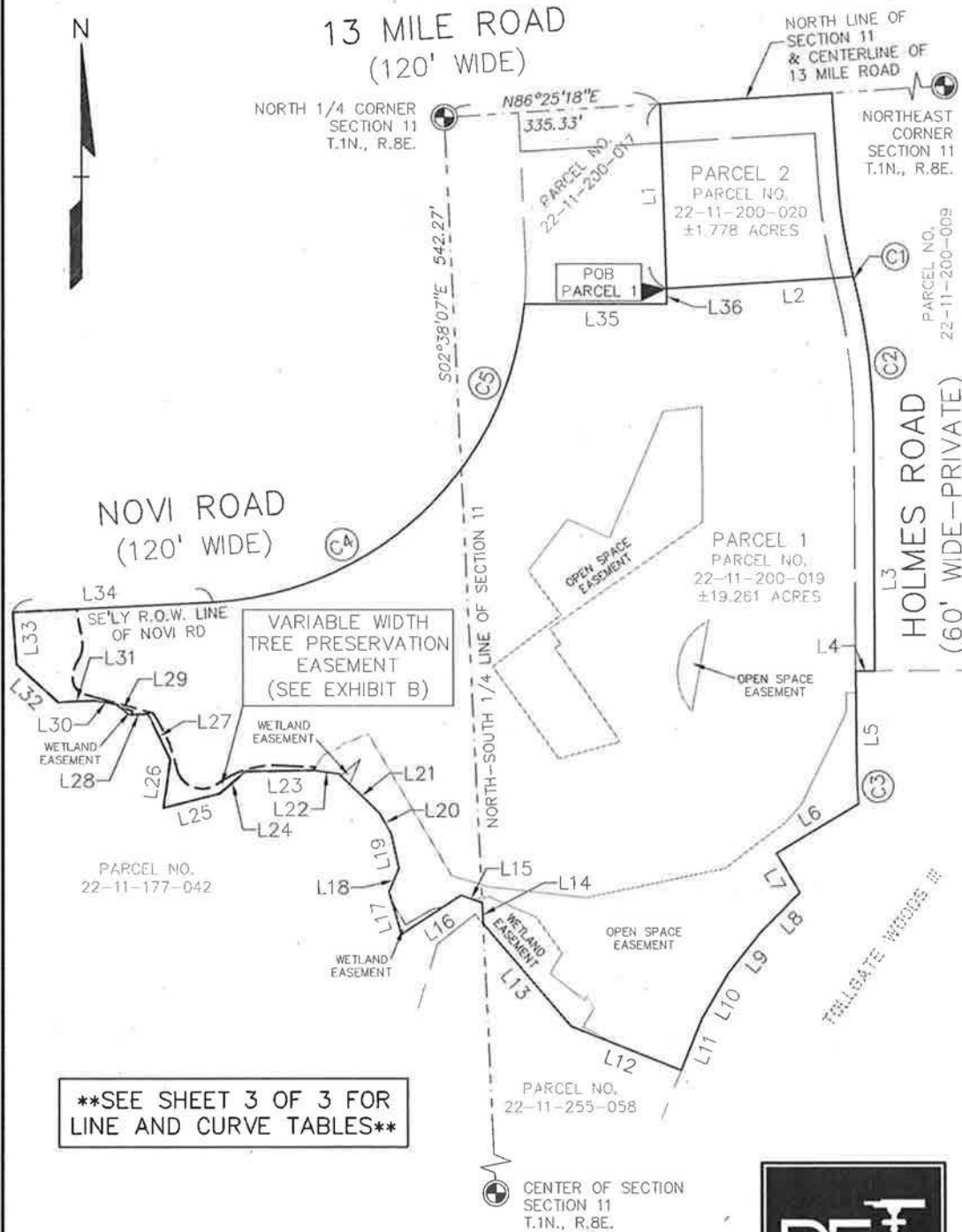
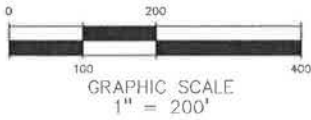


**PEA, Inc.**

2430 Rochester Ct, Ste 100  
 Troy, MI 48063-1872  
 t: 248.689.9090  
 f: 248.689.1044  
 www.peainc.com

|   |               |                 |
|---|---------------|-----------------|
| CLIENT:<br><b>MANCHESTER 13 MILE ROAD, LLC</b><br>1700 W BIG BEAVER RD, SUITE 120<br>TROY, MI 48084 | SCALE: -      | JOB No: 2013220 |
|   | DATE: 7-19-17 | DWG. No: 1 of 3 |

EXHIBIT A  
SKETCH OF PARCELS



**PEA, Inc.**

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.889.9090  
f: 248.889.1044  
www.peainc.com

CLIENT:  
**MANCHESTER 13 MILE ROAD, LLC**  
1700 W BIG BEAVER RD, SUITE 120  
TROY, MI 48084

SCALE: 1" = 200'  
DATE: 7-19-17

JOB No: 2013220  
DWG. No: 2 of 3



**EXHIBIT A  
LINE AND CURVE TABLES**

| Line Table |             |         |         |
|------------|-------------|---------|---------|
| Line #     | Direction   | Length  |         |
|            |             | Record  | Calc'd  |
| L1         | S01°51'31"E | 284.22' | 284.22' |
| L2         | N86°25'18"E | 288.52' | 288.64' |
| L3         | S00°10'51"E | 375.82' | 375.82' |
| L4         | S89°47'21"W | 30.00'  | 30.00'  |
| L5         | S00°27'53"E | 154.74' | 154.74' |
| L6         | S59°10'27"W | 148.46' | 148.46' |
| L7         | S30°49'33"E | 70.00'  | 70.00'  |
| L8         | S44°11'31"W | 83.09'  | 83.09'  |
| L9         | S38°37'40"W | 83.15'  | 83.15'  |
| L10        | S29°57'42"W | 83.14'  | 83.14'  |
| L11        | S22°20'04"W | 83.14'  | 83.14'  |
| L12        | N68°24'00"W | 183.15' | 183.15' |
| L13        | N40°41'20"W | 208.19' | 208.21' |
| L14        | N02°38'07"W | 32.19'  | 32.17'  |
| L15        | N70°10'14"W | 34.31'  | 34.32'  |
| L16        | S56°38'23"W | 110.32' | 110.32' |
| L17        | N16°28'01"W | 68.37'  | 68.37'  |
| L18        | N22°37'19"E | 39.31'  | 39.31'  |

| Line Table |             |         |         |
|------------|-------------|---------|---------|
| Line #     | Direction   | Length  |         |
|            |             | Record  | Calc'd  |
| L19        | N12°20'31"W | 56.16'  | 56.16'  |
| L20        | N29°56'55"W | 34.93'  | 34.93'  |
| L21        | N45°48'56"W | 87.10'  | 87.10'  |
| L22        | N82°13'59"W | 39.80'  | 39.80'  |
| L23        | S89°03'15"W | 104.09' | 104.09' |
| L24        | S49°42'59"W | 52.47'  | 52.47'  |
| L25        | S76°02'17"W | 90.48'  | 90.48'  |
| L26        | N08°09'23"E | 74.38'  | 74.38'  |
| L27        | N25°34'09"W | 78.46'  | 78.46'  |
| L28        | S88°17'08"W | 29.80'  | 29.80'  |
| L29        | N50°14'40"W | 24.67'  | 24.67'  |
| L30        | N79°48'07"W | 34.29'  | 34.29'  |
| L31        | S87°13'32"W | 55.93'  | 55.93'  |
| L32        | N47°28'32"W | 85.53'  | 85.53'  |
| L33        | N04°07'29"W | 81.16'  | 81.16'  |
| L34        | N87°09'23"E | 307.93' | 307.93' |
| L35        | S89°59'06"E | 221.57' | 221.57' |
| L36        | N01°51'31"W | 23.80'  | 23.80'  |

| Curve Table |         |         |           |             |         |
|-------------|---------|---------|-----------|-------------|---------|
| Curve #     | Length  | Radius  | Delta     | CH. BRG.    | Chord   |
| C1          | 8.76'   | 916.10' | 0°32'52"  | S14°02'41"E | 8.76'   |
| C2          | 226.03' | 916.02' | 14°08'17" | S07°14'59"E | 225.46' |
| C3          | 50.22'  | 530.00' | 5°25'44"  | S03°10'46"E | 50.20'  |
| C4          | 450.05' | 510.00' | 50°33'39" | N61°52'33"E | 435.59' |
| C5          | 276.45' | 510.00' | 31°03'29" | N21°04'03"E | 273.08' |



**PEA, Inc.**

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CLIENT:  
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1700 W BIG BEAVER RD, SUITE 120  
TROY, MI 48084

SCALE: --  
DATE: 7-19-17

JOB No: 2013220  
DWG. No: 3 of 3

**EXHIBIT "B"**  
**LEGAL DESCRIPTION – VARIABLE WIDTH**  
**WOODLAND PRESERVATION EASEMENT**

**LEGAL DESCRIPTION – WOODLAND PRESERVATION EASEMENT**

A variable width woodland preservation easement over the previously described Parcel 1, being part of the Northeast 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 11; thence along the North-South 1/4 line of said Section 11, S02°38'07"E, 542.27 feet to the South line of Novi Road (120 foot wide); thence along said South line, 450.05 feet along the arc of a non-tangent curve to the right, having a radius of 510.00 feet, a central angle of 50°33'39", and a chord bearing S61°52'33"W, 435.59 feet; thence continuing along said South line, S87°09'23"W, 210.42 feet to the **POINT OF BEGINNING**;

thence along said easement the following twenty-six (26) courses:

- 1) (L1) S09°29'52"E, 50.32 feet;
- 2) (C1) 30.82 feet along the arc of a curve to the right, having a radius of 39.06 feet, a central angle of 44°54'42", and a chord bearing S11°08'14"W, 29.84 feet;
- 3) (C2) 29.82 feet along the arc of a curve to the left, having a radius of 52.18 feet, a central angle of 32°44'47", and a chord bearing S17°13'12"W, 29.42 feet;
- 4) (C3) 32.83 feet along the arc of a curve to the left, having a radius of 24.92 feet, a central angle of 75°28'43", and a chord bearing S36°53'33"E, 30.51 feet;
- 5) (L2) S74°37'55"E, 105.34 feet;
- 6) (C4) 8.17 feet along the arc of a curve to the right, having a radius of 10.00 feet, a central angle of 46°47'18", and a chord bearing S51°14'16"E, 7.94 feet;
- 7) (L3) S27°50'37"E, 47.92 feet;
- 8) (L4) S16°20'12"E, 49.81 feet;
- 9) (C5) 66.19 feet along the arc of a curve to the left, having a radius of 42.20 feet, a central angle of 89°51'35", and a chord bearing S72°38'30"E, 59.61 feet;
- 10) (C6) 98.78 feet along the arc of a curve to the right, having a radius of 158.59 feet, a central angle of 35°41'15", and a chord bearing N71°11'39"E, 97.19 feet;
- 11) (L5) S87°25'06"E, 63.28 feet;
- 12) (L6) S33°48'00"W, 6.01 feet;
- 13) (L7) S89°03'15"W, 104.09 feet;
- 14) (L8) S49°42'59"W, 52.47 feet;
- 15) (L9) S76°02'17"W, 90.48 feet;
- 16) (L10) N08°09'23"E, 74.38 feet;
- 17) (L11) N25°34'09"W, 78.46 feet;
- 18) (L12) S88°17'08"W, 26.11 feet;
- 19) (L13) N14°04'47"E, 5.62 feet;
- 20) (L14) N70°34'26"W, 21.61 feet;
- 21) (L15) N50°14'40"W, 4.74 feet;
- 22) (L16) N79°48'07"W, 34.29 feet;
- 23) (L17) S87°13'32"W, 55.93 feet;
- 24) (L18) N47°28'32"W, 85.53 feet;
- 25) (L19) N04°07'29"W, 81.16 feet to the aforementioned South line of Novi Road and;
- 26) along said South line, (L20) N87°09'23"E, 97.51 feet to the **POINT OF BEGINNING**.

Containing ±16,659 square feet of land.



**PEA, Inc.**

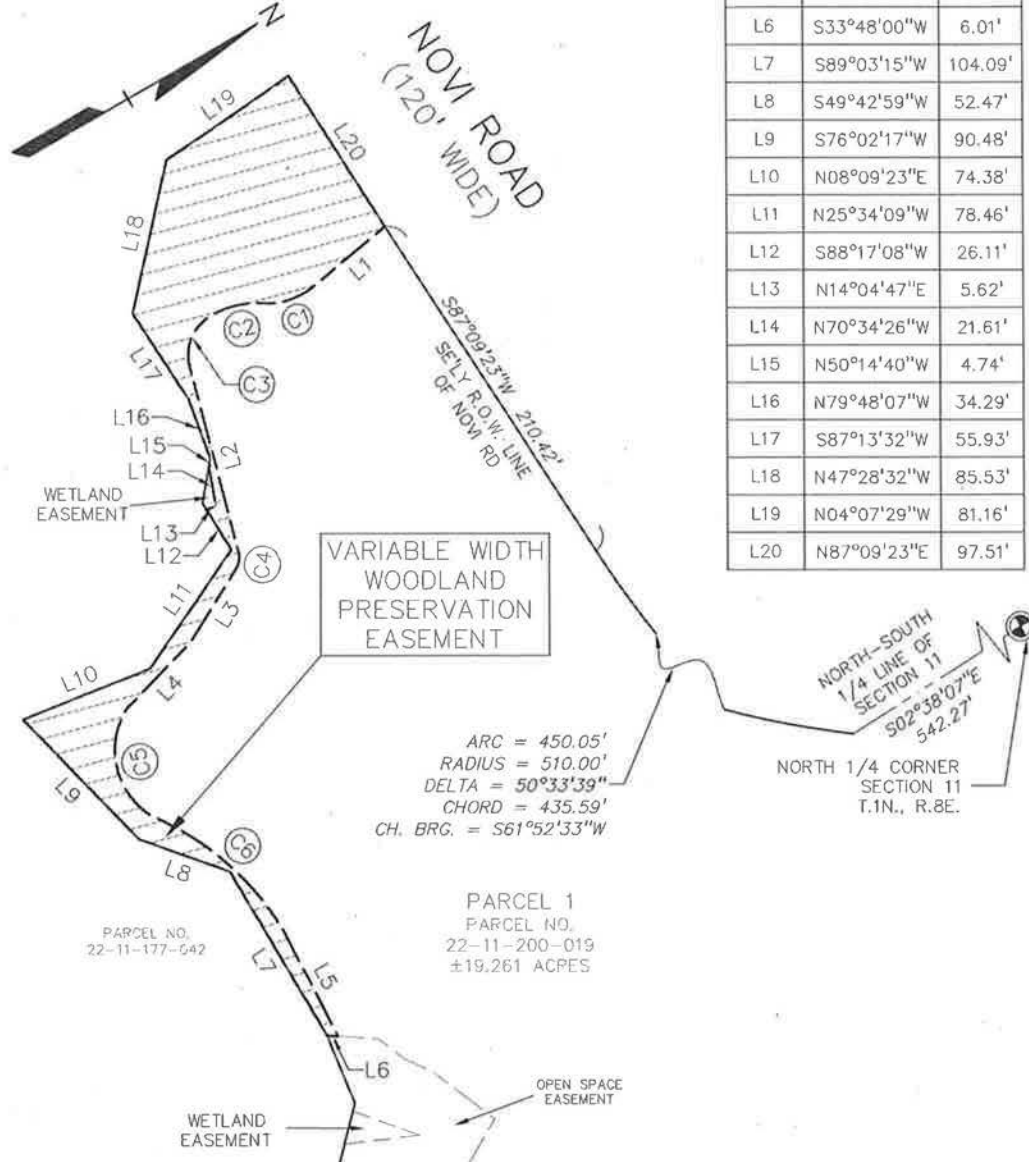
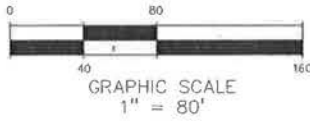
2430 Rochester Ct, Ste 100  
 Troy, MI 48063-1872  
 t: 248.899.9090  
 f: 248.889.1044  
 www.peainc.com

CLIENT:  
**MANCHESTER 13 MILE ROAD, LLC**  
 1700 W BIG BEAVER RD, SUITE 120  
 TROY, MI 48084

SCALE: —  
 DATE: 7-19-17

JOB No: 2013220  
 DWG. No: 1 of 2

**EXHIBIT "B"**  
**SKETCH OF VARIABLE WIDTH**  
**WOODLAND PRESERVATION**  
**EASEMENT**



| Line Table |             |         |
|------------|-------------|---------|
| Line #     | Direction   | Length  |
| L1         | S09°29'52"E | 50.32'  |
| L2         | S74°37'55"E | 105.34' |
| L3         | S27°50'37"E | 47.92'  |
| L4         | S16°20'12"E | 49.81'  |
| L5         | S87°25'06"E | 63.28'  |
| L6         | S33°48'00"W | 6.01'   |
| L7         | S89°03'15"W | 104.09' |
| L8         | S49°42'59"W | 52.47'  |
| L9         | S76°02'17"W | 90.48'  |
| L10        | N08°09'23"E | 74.38'  |
| L11        | N25°34'09"W | 78.46'  |
| L12        | S88°17'08"W | 26.11'  |
| L13        | N14°04'47"E | 5.62'   |
| L14        | N70°34'26"W | 21.61'  |
| L15        | N50°14'40"W | 4.74'   |
| L16        | N79°48'07"W | 34.29'  |
| L17        | S87°13'32"W | 55.93'  |
| L18        | N47°28'32"W | 85.53'  |
| L19        | N04°07'29"W | 81.16'  |
| L20        | N87°09'23"E | 97.51'  |

PARCEL NO.  
22-11-177-642

ARC = 450.05'  
 RADIUS = 510.00'  
 DELTA = 50°33'39"  
 CHORD = 435.59'  
 CH. BRG. = S61°52'33"W

PARCEL 1  
 PARCEL NO.  
 22-11-200-019  
 ±19.261 ACRES

NORTH-SOUTH  
 1/4 LINE OF  
 SECTION 11  
 S02°38'07"E  
 542.27'  
 NORTH 1/4 CORNER  
 SECTION 11  
 T.1N., R.8E.

| Curve Table |        |         |           |             |        |
|-------------|--------|---------|-----------|-------------|--------|
| Curve #     | Length | Radius  | Delta     | CH. BRG.    | Chord  |
| C1          | 30.62' | 39.06'  | 44°54'42" | S11°08'14"W | 29.84' |
| C2          | 29.82' | 52.18'  | 32°44'47" | S17°13'12"W | 29.42' |
| C3          | 32.83' | 24.92'  | 75°28'43" | S36°53'33"E | 30.51' |
| C4          | 8.17'  | 10.00'  | 46°47'18" | S51°14'16"E | 7.94'  |
| C5          | 66.19' | 42.20'  | 89°51'35" | S72°38'30"E | 59.61' |
| C6          | 98.78' | 158.59' | 35°41'15" | N71°11'39"E | 97.19' |



**PEA, Inc.**  
 2430 Rochester Ct, Ste 100  
 Troy, MI 48063-1672  
 t: 248.689.9090  
 f: 248.689.1044  
 www.peainc.com

|  |                 |                 |
|--|-----------------|-----------------|
| CLIENT:<br>MANCHESTER 13 MILE ROAD, LLC<br>1700 W BIG BEAVER RD, SUITE 120<br>TROY, MI 48084 | SCALE: 1" = 80' | JOB No: 2013220 |
|  | DATE: 7-19-17   | DWG. No: 2 of 2 |

**ATTORNEY'S APPROVAL LETTER**





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive, Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrslaw.com

www.jrslaw.com

November 13, 2017

Barb McBeth, City Planner  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

**RE: Manchester JSP 15-52**  
***Woodland Conservation Easement***

Dear Ms. McBeth:

We have received and reviewed the original executed Woodland Conservation Easement for the Manchester multiple-family residential Development. The Woodland Conservation Easement has been provided for the purpose of ensuring that the property owner preserves the remaining woodlands, vegetation, and replacement trees within the Woodland Preservation Easement areas shown in the attached exhibits. The Woodland Conservation Easement is acceptable as provided. Additionally, the attached Exhibits have been approved by the City's Planner and Consulting Engineer.

Based on the above, the Woodland Conservation Easement and is in order and may be placed on an upcoming City Council Agenda for approval. Once approved by City Council, the Woodland Conservation Easement should be recorded with the Oakland County Register of Deeds in the usual manner.

It should be noted that I have crossed out reference to "Exhibit C" in the Conservation Easement, as it does not exist.

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

  
Elizabeth K. Saarela

Barb McBeth, City Planner

November 13, 2017

Page 2

EKS

C: Cortney Hanson, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Sri Komaragiri, Planner (w/Enclosures)  
Hannah Smith, Planning Assistant (w/Enclosures)  
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)  
George Melistas, Engineering Senior Manager (w/Enclosures)  
Theresa Bridges, Construction Engineer (w/Enclosures)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)  
Pete Hill, ECT (w/Enclosures)  
Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)  
Sue Troutman, City Clerk's Office (w/Enclosures)  
Michael Furnari, Manchester 13 Mile, LLC (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**ENGINEERING CONSULTANTS APPROVAL LETTER**

July 24, 2017

Darcy Rechten  
City Engineering Technician  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Manchester - Document Review  
Novi # JSP15-0052  
SDA Job No. NV16-230  
**EXHIBITS APPROVED**

Dear Ms. Rechten :

We have reviewed the following document package received by our office on July 21, 2017 against the submitted plan set. We offer the following comments:

**Submitted Documents:**

1. Woodland Preservation Easement - (unexecuted: exhibit dated 07/19/17) – Exhibits Approved.

Documents that require revisions should be resubmitted to the City for further review. If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

**SPALDING DEDECKER**



Brittany Allen, EIT  
Engineer

Cc (via Email): George Melistas, City Engineering Senior Manager  
Cortney Hanson, City Clerk  
Beth Saarela, Johnson Rosati, Schultz, Joppich PC  
Sarah Marchioni, City Building Project Coordinator  
Ted Meadows, Spalding DeDecker  
Taylor Reynolds, Spalding DeDecker  
Theresa Bridges, City Construction Engineer  
Angie Pawlowski, City Community Development Bond Coordinator  
Sri Komaragiri, City Planner